

§ 1 General questions and scope

- (1) These General Purchase Conditions ("**GPC**") of the GTP Schäfer GmbH, Benzstraße 15, 41515 Grevenbroich ("**GTP Schäfer**" or "**we**") apply to all orders by GTP Schäfer for raw materials and other goods ("**jointly goods**") from supplier, which are enterprises as defined in § 14 BGB, companies, legal persons under public law, or special trusts under public law (jointly "**supplier**").
- (2) These GTC apply exclusively. Deviating, contradicting, or supplementary delivery conditions of the supplier only become part of the contract if and to the extent as we expressly consent to their validity. This also applies if we have placed an order being aware of deviating, contradicting, or supplementary delivery conditions of the supplier. With the confirmation of the order of GTP Schäfer, the supplier accepts these GPC as the basis of the order. Individual agreements always have precedence over these GPC; the supplier carries the burden of proof for the existence of agreements deviating from these GPC.
- (3) We reserve the right to change these GPC at any time. Order placed before the changes are not affected by these changes; the GPC valid at the time of the order shall remain valid for this order.
- (4) The exclusive contract language is German. If these GPC or other contract-related declarations and documents exist in languages other than German, the German version shall have precedence.

§ 2 Order, documents, and confidentiality

- (1) The supplier is obligated to accept the order of GTP Schäfer within usually two calendar days, however at most within one calendar week per confirmation in text form. Otherwise, GTP Schäfer shall no longer be bound to the order.
- (2) We reserve all ownership and copyrights to the specifications, images, drawings, calculations and all other information and documents enclosed with the order or otherwise provided to the supplier of GTP Schäfer. They are to be used exclusively for the implementation of the order. After the completion of the order they shall be returned to GTP Schäfer without prompting and be kept confidential w.r.t. third parties.
- (3) The supplier is obligated to protect the operational and business secrets of GTP Schäfer pursuant to §§ 17 et seq. UWG. Upon request by GTP Schäfer, the confidentiality obligations of the supplier shall be regulated as a supplement in a separate confidentiality and non-use agreement to be concluded between GTP Schäfer and the supplier.

§ 3 Quality requirements for goods, in particular raw materials

- (1) When acquiring goods, in particular raw materials, GTP Schäfer shall inform the supplier of his minimum requirements for the goods to be delivered, which the supplier shall always adhere to. Upon request of GTP Schäfer, the parties shall agree to a separate quality agreement with the specifications that apply to all orders of the supplier.

- (2) During the acquisition of raw materials, GTP Schäfer shall initially only accept a quantity coordinated with the supplier for sampling and test it for suitability for use by GTP Schäfer in a test run. If the sampled raw material meets the minimum requirements specified by GTP Schäfer, then the quality and composition of the sampled raw materials shall be binding for GTP Schäfer and the supplier. GTP Schäfer shall inform the supplier of this after the test run.
- (3) The supplier is responsible for demonstrating that the quantities he delivers after sampling or quality agreement meet the specifications in quality and composition. If the supplier is unable to provide this evidence, he carries the unusability risk w.r.t GTP Schäfer for the goods he delivered.

§ 4 Prices

- (1) The price specified in our order is binding for the supplier. It includes delivery, packaging, and insurance of the order at the expense of the supplier up to the factory premises of GTP Schäfer or another delivery location specified in the order by GTP Schäfer. Not included in delivery costs are any import customs and taxes which GTP Schäfer incurs as importer through no fault of the supplier for importing goods from countries outside of the EU/EEA; these will be carried by GTP Schäfer.
- (2) If more than one month passes between order receipt at the supplier and the delivery date and if the average market price for the ordered goods has reduced by more than 10% in this period, GTP Schäfer is entitled to demand an adjustment of the price for the order from the supplier which corresponds to the reduction of the average market price; this does not apply if the supplier can show that he himself did not acquire the ordered goods at the reduced average market price from his supplier. If we are unable to agree with the supplier to a new price for the ordered goods within two weeks, we are entitled to withdraw from the contract due to the goods affected by the price reduction.
- (3) We can only process invoices if they state the order number identified in our order. Each order number may be listed only on one invoice. If there is a processing delay due to failure to provide an order number in the invoice or using the same order number in several invoices, GTP Schäfer shall not be responsible for this delay, unless GTP Schäfer is responsible for the delay.

§ 5 Delivery time

- (1) The delivery time stated in the order of GTP Schäfer is binding. If the agreed delivery time is exceeded, the supplier is in default without the need for a reminder by GTP Schäfer.
- (2) After confirming the order, the supplier is obligated to inform us immediately if circumstances arise or become apparent which entail that the delivery time agreed in Para. 1 can probably not be met.
- (3) GTP Schäfer expressly reserves the right to assert further rights from the default of the supplier, in particular withdrawal and damage claims.

§ 6 Transfer of risk, delivery documentation, packaging, and partial shipments

- (1) The risk of accidental destruction of the goods ordered by GTP Schäfer transfers to GTP Schäfer at the same time the goods are transferred. The supplier carries the transportation and shipping risk.
- (2) The supplier is obligated to list the order number specified in our order on all delivery documents (in particular shipping papers, delivery slips). If there is a delay in processing due to a missing order number in the delivery documents, GTP Schäfer is not responsible for this unless GTP Schäfer is responsible for the delay.
- (3) Any packaging used by the supplier shall remain with GTP Schäfer at our request and becomes our property. If GTP Schäfer does not exercise this option, the supplier is obligated to accept the return of the packaging in accordance with the actual packaging law "Verpackungsgesetz" (VerpackG).
- (4) Partial deliveries are only permissible if they occur at the request and in coordination with GTP Schäfer. In this case the remuneration claim of the supplier becomes due only after delivery of all partial deliveries.
- (5) The packaging of the delivered goods must also be marked with the order number provided by GTP Schäfer.

§ 7 Inspection for defects and liability for defects

- (1) GTP Schäfer shall perform the inspection required by § 377 HGB. A defect complaint shall be considered immediate as defined in § 377 Para. 1, Para. 3 HGB if it is sent within one calendar week of delivery of the ordered goods (in case of obvious defects) and/or upon discovery of the defects (for other defects).
- (2) Unremarkable surplus or short deliveries are defects. However, GTP Schäfer is entitled to accept a surplus or short delivery as contractual service from the supplier in return for a corresponding adjustment of the price specified in § 4 Para. 1 per unilateral declaration to the supplier within one calendar week of delivery and/or discovery of the surplus or short delivery with or without offsetting the surplus or short delivery and any remaining delivery quantities.
- (3) If the delivered raw materials deviate from the quality requirements pursuant to § 3, GTP Schäfer is entitled to assert expenses and damages caused by this as a damage claims against the supplier. This does not apply if the supplier is not responsible for the deviation. The measure shall be the raw material that the supplier sampled as defined in § 3 Para. 2.
- (4) The legal defect claims apply to our orders. In addition to § 437 BGB, GTP Schäfer is entitled to apply measures of his own; § 637 BGB applies correspondingly. We point out that subsequent correction generally does not apply for raw materials so that the defect can usually only be remedied by a new delivery.
- (5) The defect liability term is three years from the transfer of risk pursuant to § 6 Para. 1.

§ 8 Exemption and liability insurance

- (1) If the delivered goods are defective and if a damage claim is levied against GTP Schäfer by a third party for this reason, the supplier shall release GTP Schäfer from these third-party claims upon first request. The supplier accepts all damages incurred by GTP Schäfer from the rights violation, in particular also the appropriate and usual costs for the legal defense of GTP Schäfer against third-party claims. This does not apply if the supplier is not responsible for the defectiveness of the goods. In case GTP Schäfer shares responsibility, the release claim is limited to the share of the blame of the supplier. This does not affect other claims against the supplier.
- (2) The supplier undertakes to maintain a product liability insurance with coverage of at least five million EUR per instance for personal and property damage and to provide to GTP Schäfer with proof of insurance at any time by providing suitable receipts. This does not imply a liability limitation in favor of the supplier for the above mentioned amount.

§ 9 Copyrights

- (1) The supplier shall deliver the goods free of any third-party rights.
- (2) The parties shall notify each other immediately if a third-party informs one party of actual or alleged existing third-party rights to the goods or if the party learns of such rights in another way.
- (3) In case of third-party rights to the goods, it shall be at our discretion whether the supplier is to compensate the third party economically or change the goods in such a manner that they are free of third-party rights. If neither of these solutions can be achieved in a period that we deem appropriate, GTP Schäfer is entitled to withdraw from the contract in accordance with the legal regulations. This does not affect further claims of GTP Schäfer and a release obligation of the supplier pursuant to § 8 Para. 1.
- (4) The expiration period for these claims is ten years from the conclusion of the contract.

§ 10 Place of fulfilment and jurisdiction

- (1) Goods stored at the supplier by GTP Schäfer remain our property.
- (2) The processing or alteration of goods provided by GTP Schäfer shall always be in our name. If goods provided by us are joined with other objects that are not property of GTP Schäfer, then we acquire co-ownership in the new object in the ratio of the value of the goods we provided to the other objects that were joined at the time of the processing. The same applies if the provided goods are mixed with other goods that are not our property. If the goods are mixed in a way that the object not owned by us can be considered the main item, the supplier shall transfer co-ownership in the object to GTP Schäfer corresponding to the value of the provided goods.
- (3) The supplier shall acquire any tools which he needs to produce the goods to be delivered to GTP Schäfer at our expense. The ownership of such tools remains with GTP Schäfer. The supplier may use the tools exclusively for the production of the goods to be delivered to GTP Schäfer and is obligated to treat the tools with care. If maintenance, inspection, or defect removal measures become necessary, the supplier shall perform them at his own expense and in time.

- (4) The supplier is obligated to insure the tools against fire, water, theft, and loss at their new value at the time of acquisition at their own expense and to provide us with proof of insurance at any time if requested by providing suitable receipts. The supplier assigns to us in advance all compensation claims from this insurance ab; GTP Schäfer hereby accepts this assignment.
- (5) The supplier is obligated to inform us of any third-party access to provided goods or tools, e.g. in case of distraint or insolvency of the supplier, as well as any damage or destruction of provided goods or tools.

§ 11 Concluding regulations

- (1) There were no verbal side-agreements to this contract with the supplier and these GPC. Changes and supplements of the contract and all contract-related declarations and notifications must be in writing.
- (2) Place of fulfilment is Grevenbroich.
- (3) Should individual provisions of this contract with the supplier including these GPC be or become completely or partially invalid, this shall not affect the validity of the other provisions. The invalid regulation shall be replaced by the corresponding legal regulation. The same applies in the case that a loop-hole should become apparent in the contract.
- (4) German law applies, excluding the UN Convention on the international sale of goods (CISG) and the conflict of laws; Art. 3 Para. 4, Para. 4 Rom I remain unaffected.
- (5) If the supplier is a merchant, legal person under public law, or special trust under public law, the exclusive and also international jurisdiction for all disputes arising directly or indirectly from or in connection with the contractual relationship lies in Grevenbroich. The same is true if the supplier does not have a place of general jurisdiction in Germany or his residence or primary residence was unknown at the time the complaint is filed. In deviation from this, we are entitled to assert claims in court against the supplier at his general court of jurisdiction.